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IDAHO PUBLIC  
UTILITIES COMMISSION

**DONOVAN E. WALKER**  
Lead Counsel  
[dwalker@idahopower.com](mailto:dwalker@idahopower.com)

April 2, 2015

**VIA HAND DELIVERY**

Jean D. Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
Boise, Idaho 83702

Re: Case No. IPC-E-15-12  
Fisheries Development Co. – Idaho Power Company's Application for  
Approval of Amendment

Dear Ms. Jewell:

Enclosed for filing in the above matter please find an original and seven (7)  
copies of Idaho Power Company's Application for Approval of Amendment.

Very truly yours,



Donovan E. Walker

DEW:csb  
Enclosures

DONOVAN E. WALKER (ISB No. 5921)  
Idaho Power Company  
1221 West Idaho Street (83702)  
P.O. Box 70  
Boise, Idaho 83707  
Telephone: (208) 388-5317  
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UTILITIES COMMISSION

Attorney for Idaho Power Company

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION	)	
OF IDAHO POWER COMPANY FOR	)	CASE NO. IPC-E-15-12
APPROVAL OF THE FIRST AMENDMENT	)	
TO THE UNIFORM AGREEMENT	)	APPLICATION FOR APPROVAL
BETWEEN IDAHO POWER COMPANY	)	OF AMENDMENT
AND FISHERIES DEVELOPMENT CO.	)	
	)	

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Idaho Power Company ("Idaho Power"), in accordance with RP 52 and the applicable provisions of the Public Utility Regulatory Policies Act of 1978 ("PURPA"), hereby respectfully applies to the Idaho Public Utilities Commission ("Commission") for an order approving the First Amendment to the Uniform Agreement for the Purchase of Non-Firm Energy From Cogeneration and Small Power Production Projects ("Amendment") between Idaho Power and Fisheries Development Co. This is an amendment to a Schedule 86, non-firm PURPA agreement that is required to reflect a new Point of Delivery, which was necessitated by the installation of updated metering and disconnection equipment.

In support of this Application, Idaho Power represents as follows:

**I. THE AMENDMENT**

1. Idaho Power and Fisheries Development Co. entered into a Uniform Agreement pursuant to Idaho Power's Schedule 86 on June 29, 1990, for the non-firm purchase and sale of energy from a small hydroelectric facility located near Hagerman, Idaho.

2. The original installation of the interconnection equipment for the Fisheries Development Co. project, including the metering, disconnection equipment, breaker, protection package, panels, etc., was built in 1989 and placed into service for the 1990 agreement. This equipment was located in the basement of the penstock house at the facility. Through the years, this structure has flooded on three different occasions, leaving the breaker and electrical interconnection package under approximately six feet of water. Additionally, as a usual part of the facility's operation, water would spray from the penstock coupling when the generator tripped and would also reach the electrical panels. The breaker, located at the bottom of two flights of stairs, would fail often, causing generation outages and requiring Idaho Power technicians to physically go to the site for repairs, etc. The wet environment created an extremely unsafe environment for any personnel that needed to access the facility. To remedy the problems, issues, and safety concerns, a decision was made to update the metering and disconnection equipment and facilities and locate them to a safer location outside of the original location.

3. The Amendment reflects the new Point of Delivery approximately 100 feet outside of the powerhouse. The Amendment also contains revised provisions to

properly reflect the loss calculation for the new Point of Delivery, and to update the Metering and Telemetry and Disconnection Equipment sections of the agreement to reflect the updated and relocated facilities. The Amendment is attached hereto as Attachment 1.

## **II. PROCEDURE**

4. Idaho Power requests that the Commission approve the proposed Amendment upon Staff's review and without further process. Alternatively, should the Commission determine that further process is required, Idaho Power believes that a hearing is not necessary to consider the issues presented herein and respectfully requests that this Application be processed under Modified Procedure; i.e., by written submissions rather than by hearing. RP 201, *et seq.*

## **III. COMMUNICATIONS AND SERVICE OF PLEADINGS**

5. Communications and service of pleadings, exhibits, orders, and other documents relating to this proceeding should be sent to the following:

Donovan E. Walker  
Lead Counsel  
Regulatory Dockets  
Idaho Power Company  
1221 West Idaho Street  
P.O. Box 70  
Boise, Idaho 83707  
[dwalker@idahopower.com](mailto:dwalker@idahopower.com)  
[dockets@idahopower.com](mailto:dockets@idahopower.com)

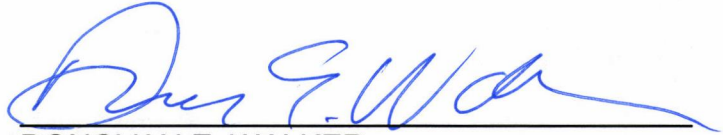
Randy C. Allphin  
Energy Contract Administrator  
Idaho Power Company  
1221 West Idaho Street  
P.O. Box 70  
Boise, Idaho 83707  
[rallphin@idahopower.com](mailto:rallphin@idahopower.com)

## **IV. REQUEST FOR RELIEF**

6. Idaho Power respectfully requests that the Commission issue an order approving the First Amendment to the Uniform Agreement for the Purchase of Non-Firm Energy From Cogeneration and Small Power Production Projects between Idaho Power

Company and Fisheries Development Co. submitted herewith without change or condition.

Respectfully submitted this 2<sup>nd</sup> day of April 2015.

A handwritten signature in blue ink, appearing to read "Donovan E. Walker", is written over a horizontal line.

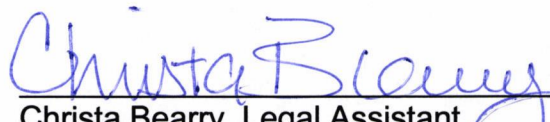
DONOVAN E. WALKER  
Attorney for Idaho Power Company

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 2<sup>nd</sup> day of April 2015 I served a true and correct copy of the within and foregoing APPLICATION FOR APPROVAL OF AMENDMENT upon the following named parties by the method indicated below, and addressed to the following:

Gregory Kaslo, Vice President  
Fisheries Development Co.  
1301 Vista Avenue  
Boise, Idaho 83705

☐ Hand Delivered  
☒ U.S. Mail  
☐ Overnight Mail  
☐ FAX  
☒ Email [gkaslo@rmci.net](mailto:gkaslo@rmci.net)

  
Christa Bearry, Legal Assistant



**BEFORE THE  
IDAHO PUBLIC UTILITIES COMMISSION**

**CASE NO. IPC-E-15-12**

**IDAHO POWER COMPANY**

**ATTACHMENT 1**

**FIRST AMENDMENT  
TO THE  
UNIFORM AGREEMENT  
For the Purchase of Non-Firm Energy  
From Cogeneration and Small Power Production Projects  
BETWEEN  
IDAHO POWER COMPANY  
AND  
FISHERIES DEVELOPMENT CO.**

This First Amendment of the Uniform Agreement For the Purchase of Non-Firm Energy From Cogeneration and Small Power Production Projects ("First Amendment") is entered into on this 4<sup>th</sup> day of January, 2015 by and between Idaho Power Company, an Idaho corporation ("Idaho Power") and Fisheries Development Co., an Idaho corporation ("Fisheries" or "Seller") (individually a "Party" and collectively the "Parties").

WHEREAS, Idaho Power and Fisheries entered into the Uniform Agreement For the Purchase of Non-Firm Energy From Cogeneration and Small Power Production Projects on June 29, 1990 (the "Agreement") for the purchase and sale of energy from Fisheries' generators, located at or near Hagerman;

WHEREAS, Idaho Power requested that the Seller change its delivery point and update metering and disconnection equipment in order to reliably gain access to and maintain the equipment;

WHEREAS, Idaho Power will purchase and install, at its cost, such additional equipment for a change in point of delivery and Disconnection Equipment; and

WHEREAS, the Parties agree to amend Exhibit A to the Agreement to account for this change;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The above-stated recitals are incorporated into and made a part of this Agreement by this reference to the same extent, as if these recitals were set forth in full at this point.
2. **Installation of Equipment.** Idaho Power shall purchase and install, at its cost and expense, new equipment necessary to alter the Point of Delivery and update Metering Equipment and Disconnection Equipment. All work performed by Idaho Power shall be done in accordance with the terms contained in Schedules 86 and 72.



3. **Point of Delivery.** Section B-5 of Exhibit A to the Agreement entitled “Point of Delivery” shall be deleted in its entirety and the following section shall be substituted in its stead:

**B-5 POINT OF DELIVERY**

The Point of Delivery of Energy from the Seller to Idaho Power will be the Idaho Power side of the Seller-owned three phase overhead transformer bank. A 7200/12500 Volt to 277/480 Volt 500 KVA three phase grounded wye overhead transformer bank will also be provided by the Seller. The transformer bank will be located approximately 100 feet from the powerhouse.

4. **Losses.** Section B-6 of Exhibit A to the Agreement entitled “Losses” shall be deleted in its entirety and the following section shall be substituted in its stead:

**B-6 LOSSES**

Losses shall be 0% of the metered Energy.

5. **Metering and Telemetry.** Section B-7 of Exhibit A to the Agreement entitled “Metering and Telemetry” shall be deleted in its entirety and the following section shall be substituted in its stead:

**B-7 METERING AND TELEMETRY**

The metering equipment will consist of two electromechanical meters: one to measure generation and one to measure energy used. The meter used to measure generation will be on the 12,500 volt side of the Seller’s transformer and the meter used to measure energy used will be on the 480 volt side of the service transformer owned by Idaho Power. The net of the two meters will be used to determine the kWh of Energy delivered to Idaho Power at the Point of Delivery. The meters will register kilowatt-hours and kilowatts of demand. Metering equipment will be owned and maintained by Idaho Power. The Seller will reimburse Idaho Power for any future or ongoing metering, operation, and maintenance costs, including cost of purchase, installation, operation, and maintenance, including administrative cost.

6. **Disconnection Equipment.** Section B-10 of Exhibit A to the Agreement entitled “Disconnection Equipment” shall be deleted in its entirety and the following section shall be substituted in its stead:

**B-10 DISCONNECTION EQUIPMENT**

Disconnection equipment is required to ensure that the Seller’s facility will be disconnected from Idaho Power’s system in the event of a disturbance on either

Idaho Power's system or the Seller's facility. This equipment is for the protection of Idaho Power's equipment only. Idaho Power will supply and install the disconnection equipment which consists of a 35,000 volt 12,000 amp power circuit breaker controlled by a disconnection panel which includes relays and associated logic. Seller will supply and install a 600 amp nonfused main disconnect.

7. **Effect of Amendment.** Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.

8. **Capitalized Terms.** All capitalized terms used in this First Amendment and not defined herein shall have the same meaning as used in the Agreement.

9. **Scope of Amendment.** This First Amendment shall be binding upon and inure to the benefit of the Parties hereto (and their respective heirs, executors, administrators, successors, and assigns), who are obligated to take any action which may be necessary or proper to carry out the purpose and intent thereof.

10. **Authority.** Each Party represents and warrants that (i) it is validly existing and in good standing in the state in which it is organized, (ii) it is the proper party to amend the Agreement, and (iii) it has the requisite authority to execute this First Amendment.

11. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed as of the date above written.

FISHERIES DEVELOPMENT CO

By: Gregory Kasko

Name: GREGORY KASKO AIA

Title: Vice-President

IDAHO POWER COMPANY

By: Lisa A. Grow

Name: Lisa A. Grow

Title: SVP Power Supply